



GENERAL TERMS AND CONDITIONS OF: INTRACARE B.V. VOLTAWEG 4, 5466 AZ, VEGHEL, THE NETHERLANDS

1. The applicability of any general terms and conditions used by you is hereby explicitly excluded. All agreements concluded with us, offers submitted to and/or by us and other obligations towards us shall be subject to these General Terms and Conditions.
2. All our quotations shall be free of obligation and remain valid for a period of 14 days unless a different term is stated. Orders shall be carried out at the prices stated in the price lists prevailing on the day of the order.
3. Delivery times shall be approximations only. You may claim damages and/or dissolution of any agreement only if, in the event of late delivery, you have granted us what in light of the circumstances can be regarded as a reasonable grace period in which to meet our delivery obligations and we have exceeded this deadline as well. Transport cost will be at our side, except where otherwise indicated in our quotations. The risk of loss of or damage to the items to be delivered shall pass to you at the time when the items are unloaded for delivery at yours. You shall be under an obligation to take delivery of the items supplied by us.
4. Subject to any agreement to the contrary, payment must be made within one month after the invoice date, without applying any discount or setoff. In the event of late payment, you shall owe us interest at the statutory rate plus 2%. All costs fully associated with collection, and all litigation expenses and costs of legal assistance, including any amounts awarded by the court other than liquidated damages, shall be payable by you, unless judgment is awarded against us and we are ordered to pay the costs. The extra-judicial costs shall be no less than an amount to be calculated in conformity with the collection rate applied by the Dutch Bar Association (Nederlandse Orde van Advocaten), subject to a minimum of EURO 226,89 plus VAT.
5. All items which we have supplied or will supply to you shall remain our property until you have performed all of your obligations towards us in connection with the relevant delivery or with any previous or following delivery of similar items, as well as in connection with any claim which we may have against you for failure to perform your obligations towards us.
6. Complaints must be reported in writing no later than 14 days after delivery, stating the nature and basis of the complaint and the number and date of the relevant invoice. The reporting of a complaint shall not postpone your payment obligations. We shall have no obligation to consider complaints which are filed too late.
7. If delivery is carriage-paid, the insurance costs shall be payable by us. However, the user's liability shall be limited to no more than the invoice amount charged by the user to the other party. The insurance to be taken out shall cover the normal risk of transportation, thus excluding any special risks and/or war risk. Any further liability shall not be accepted. In the event of any loss or damage in transit, we shall file a claim with the insurer. After receiving the insurance money, we shall pass it onto the buyer. We shall in no event be liable for any damage other than damage to persons or property, including any indirect or consequential damage, loss of business or profits and/or any other financial losses. All statutory and contractual defenses and remedies, which the supplier may invoke to ward off liability towards the buyer, shall also cover the supplier's subordinates and any non-subordinates for whose behavior the supplier may be liable pursuant to statute law.
8. Force majeure shall include breach of contract and/or force majeure on the part of our suppliers. In the event of any force majeure on our part, we may decide to dissolve the agreement, which decision we shall communicate within two weeks after the situation of force majeure first arose.
9. All agreements and obligations to which these General Terms and Conditions apply shall be subject to the laws of The Netherlands. To the extent permitted by statute law, all disputes shall, at our option, be submitted for adjudication to the competent court in the judicial district of Tiel, The Netherlands, or to arbitration. Veghel, 07-05-2013